



UNITED STATES ENVIRONMENTAL PROTECTION AGENCY
REGION 4
SAM NUNN ATLANTA FEDERAL CENTER
61 FORSYTH STREET
ATLANTA, GEORGIA 30303-8960

February 11, 2021

SUPPLEMENTAL INFORMATION REQUEST
URGENT LEGAL MATTER – PROMPT REPLY NECESSARY
VIA ELECTRONIC MAIL: eware@williamsmullen.com

Ethan R. Ware, Partner
Williams Mullen
1441 Main Street
Suite 1250
Columbia, South Carolina 29201

Re: Supplemental Request for Information for the Welch Group Environmental Fair Play
Superfund Site, Fair Play, Oconee County, South Carolina Carolina

Dear Mr. Ware:

Pursuant to the authority of Section 104(e) of the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA), 42 U.S.C. § 9604(e), your client, the Feltman Family Trust of 2009 (the Trust), is hereby requested to respond to the Supplemental Information Request attached hereto. Instructions on how to respond to the questions, the definitions that apply to the words appearing in the questions, and the questions are included in **Enclosure A** attached hereto.

As you know, compliance with the Information Request is mandatory. Failure to respond fully and truthfully to the Information Request within **14 calendar days** of receipt of this letter, or adequately to justify such failure to respond, can result in enforcement action by the EPA against your client pursuant to Section 104(e) of CERCLA. This statute permits the EPA to seek the imposition of penalties of up to \$59,017.00 for each day of continued non-compliance. Please be further advised that provision of false, fictitious, or fraudulent statements or representations may subject your client to criminal penalties under 18 U.S.C. § 1001. This Information Request is not subject to the approval requirements of the Paperwork Reduction Act of 1980, 44 U.S.C. 3501, et seq.

The Trust's response to this Information Request should be e-mailed to me at montanez.yeliann@epa.gov within **14 calendar days** of receipt of this letter. Should the timeframe set forth in the letter prove difficult to meet in light of the COVID-19 situation, please contact the EPA so that we might consider accommodations, as necessary.

If you have any questions, please contact me at (404) 562-9522. Thank you for your cooperation in this matter.

Sincerely,
**YELIANN
MONTANEZ**
Yeliann Montanez
Associate Regional Counsel

Digitally signed by
YELIANN MONTANEZ
Date: 2021.02.11
10:56:03 -05'00'

Enclosure:

A. 104(e) Information Request Instructions, Definitions, Questions

ENCLOSURE A

WELCH GROUP ENVIRONMENTAL FAIR PLAY SITE

Instructions

Please provide a separate narrative response to each and every question and subpart of a question set forth in this Information Request.

Precede each answer with the number of the question to which it corresponds.

If information or documents not known or not available to you as of the date of submission of a response to this Information Request should later become known or available to you, you must supplement your response to the EPA. Moreover, should you find, at any time after the submission of your response that any portion of the submitted information is false or misrepresents the truth, you must notify the EPA of this fact as soon as possible and provide the EPA with a corrected response.

For each document produced in response to this Information Request indicate on the document, or in some other reasonable manner, the number of the question to which it responds.

The information requested herein must be provided even though you may contend that it includes possibly confidential information or trade secrets. You may, if you desire, assert a confidentiality claim covering part or all of the information requested, pursuant to Sections 104(e)(7)(E) and (F) of CERCLA, 42 U.S.C. Sections 9604(e)(7)(E) and (F), Section 3007(b) of RCRA, 42 U.S.C. Section 6927(b), and 40 C.F.R. Section 2.203(b), by attaching to such information at the time it is submitted, a cover sheet, stamped or typed legend, or other suitable form of notice employing language such as "trade secret," or "proprietary," or "company confidential." Information covered by such a claim will be disclosed by the EPA only to the extent, and only by means, of the procedures set forth in statutes and regulation set forth above. If no such claim accompanies the information when it is received by the EPA, it may be made available to the public by the EPA without further notice to you. You should read the above cited regulations carefully before asserting a business confidentiality claim, since certain categories of information are not properly the subject of such a claim.

Definitions

The following definitions shall apply to the following words as they appear in this Enclosure A:

1. The term "you" or "Respondent" shall mean the addressee of this Request, the addressee's officers, managers, employees, contractors, trustees, partners, successors, assigns, and agents.
2. The term "person" shall have the same definition as in Section 101(21) of CERCLA: an individual, firm, corporation, association, partnership, consortium, joint venture, commercial entity, United States Government, State, municipality, commission, political subdivision of a State, or any interstate body.
3. The terms the "Site" or the "facility" shall mean and include the property on or about the Welch Group Environmental Fair Play Site.
4. The term "identify" means, with respect to a natural person, to set forth the person's name, present or last known business address and business telephone number, present or last known home address and home telephone number, and present or last known job title, position or business.
5. The term "identify" means, with respect to a corporation, partnership, business trust or other association or business entity (including a sole proprietorship), to set forth its full name, address, legal form (e.g., corporation, partnership, etc.), organization, if any, and a brief description of its business.
6. The term "identify" means, with respect to a document, to provide its customary business description, its date, its number, if any (invoice or purchase order number), the identity of the author, addressor, addressee and/or recipient, and the substance or the subject matter.
7. The terms "document" and "documents" shall mean any object that records, stores, or presents information, and includes writings of any kind, formal or informal, whether or not wholly or partially in handwriting, including by way of illustration and not by way of limitation, any invoice, manifest, bill of lading, receipt, endorsement, check, bank draft, canceled check, deposit slip, withdrawal slip, order, correspondence, record book, minutes, memorandum of telephone and other conversations including meetings, agreement and the like, diary, calendar, desk pad, scrapbook, notebook, bulletin, circular, form, pamphlet, statement, journal, postcard, letter, telegram, telex, report, notice, message, analysis, comparison, graph, chart, interoffice or intra office communications, photostat or other copy of any documents, microfilm or other film record, any photograph, sound recording on any type of device, any punch card, disc or disc pack; any tape or other type of memory generally associated with computers and data processing (together with the programming instructions and other written material necessary to use such punch card, disc, or disc pack, tape or other type of memory and together with printouts of such punch card, disc, or disc pack, tape or other type of memory); and (a) every copy of each document which is not an exact duplicate of a document which it produces, (b) every copy which has any writing, figure or notation, annotation or the like on it, (c) drafts, (d) attachments to or enclosures with any document, and (e) every document referred to in any other document.
8. The terms "and" and "or" shall be construed either disjunctively or conjunctively as necessary to bring within the scope of this Information Request any information which might otherwise be construed to be outside its scope.
9. Words in the masculine shall be construed in the feminine, and vice versa, and words in the singular shall be construed in the plural, and vice versa, where appropriate in the context of a particular question

or questions.

10. All terms not defined herein shall have their ordinary meaning, unless such terms are defined in CERCLA, RCRA, 40 C.F.R. Part 300, or 40 C.F.R. Parts 260-280, in which case the statutory or regulatory definitions shall apply.

Information Request Questions

1. Identify the person(s) answering these questions, including all persons consulted in answering these questions and the documents consulted, examined, or referred to in preparation of answering these questions.
2. Provide copies of all insurance policies and contracts issued to the Feltman Family Trust of 2009 (the Trust) from January 1, 2009, to January 1, 2013, that may potentially provide the Trust with insurance for casualty, bodily injury, property damage, and/or environmental contamination relating to the Welch Group Environmental Fair Play Site located at 170 Feltman Farm Road. Include, without limitation, all comprehensive general liability, primary, excess, and umbrella policies.
3. If the Trust does not possess copies of the policies identified in response to Question 2, or is unable to obtain copies of the policies, please provide the following:
 - a. The name and address of each insurer and of the insured;
 - b. The type of policy and policy numbers;
 - c. The per occurrence policy limits of each policy; and,
 - d. The effective dates for each policy.
4. Has the Trust entered into a settlement with any insurer which relates in any way to environmental liabilities and/or to the policies referenced in Questions 2-3 above? If so, describe all previous settlements and provide include the following:
 - a. The date of the settlement;
 - b. The scope of release provided under such settlement; and,
 - c. The amount of money paid by the insurer pursuant to such settlement.